



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

DCAM-16-NC-0004

SNOW AND ICE REMOVAL AND PRETREATMENT SERVICES
“Set-Aside for Participation by D.C Certified Business Enterprises Only”

September 16, 2015

Proposal Due Date: **October 8, 2015 by 2:00 p.m. EST**

Proposal Delivery Location: Department of General Services
Contracts & Procurement Division
Attn: Kimberly Gray
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor

Washington, DC 20009

Contact: Elouise Fripp
DC Department of General Services
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Phone: (202) 727-2733

Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage five (5) Contractors to provide snow and ice removal services, as well as surface pretreatment services for District of Columbia public facilities, including DC Public Schools, Municipal Buildings, Parks, and Recreation Centers. The selected Contractor(s) shall to provide all management, tools, supplies, equipment, vehicles and labor necessary to perform the required services for a base year and four (4) additional option years.

This is a Sheltered Market Procurement and only Certified Business Enterprises (CBEs) that are certified by the District’s Department of Small and Local Business Development (DSLBD) at the time of submission are eligible to participate. The Offeror shall submit with its proposal its CBE certification letter issued by DSLBD. See Section D.3.

A.1 Form of Contract

The Form of Contract will be issued by addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.2 Contractor’s Compensation

The Contractor will be awarded an Indefinite Delivery, Indefinite Quantity (IDIQ) contract with fixed hourly rate. These fixed hourly rates shall be the Contractor’s sole compensation for the work performed and required under the contract and as such, include adequate funding for all of the Contractor’s labor, field equipment, overhead, insurance, and profit with the exception of the cost of environmentally and pet-friendly bulk road salt, ice melt, and sand.

A.3 Selection Criteria

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Experience & References (30 points)
- Key Personnel (10 points)
- Project Management Plan and Deployment Schedule (20 Points)
- Cost (40 points)

A.4 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - September 16, 2015
- Last Day for Questions/Clarifications - September 23, 2015 at 4:00 pm
- Proposals Due - October 8, 2015 at 2:00 pm

A.5 Attachments

Attachment A	- Aggregate Award Groups/List of Facilities
Attachment B	- Offer Letter and Bid Form
Attachment C	- Disclosure Statement
Attachment D	- Tax Affidavit
Attachment E	- U.S. Department of Labor Wage Rates/Service Contract Act
Attachment F	- Living Wage Notice and Fact Sheet
Attachment G	- First Source Employment Agreement
Attachment H	- Standard Contract Provisions

SECTION B SCOPE OF WORK

B.1 Scope of Work

In general, the selected Contractors shall be required to provide all management, tools, supplies, equipment, vehicles and labor necessary to perform the required service twenty-four (24) hours a day, seven (7) days a week for all of facilities listed on **Attachment A**. The intent of this contract is to combat adverse weather conditions in a comprehensive, proactive, and orderly manner that results in a high level of quality and safety for the District of Columbia public. Given that each storm is different in terms of starting time, temperature, precipitation rate, accumulation, and duration, the Contractor will need a Project Management Plan in place that is able to provide the best approach for dealing with various types of storms. The Contractor shall be required to provide services, for a base year and four (4) additional option years. The months of service include, but are not limited to, October through April.

B.1.1 General Requirements

B.1.1.1 The Contractor shall maintain the requisite facility areas free from all hazardous conditions that may develop from ice or snow at entrances, steps, moats, landings, sidewalks, vehicular courts, parking areas and other approaches. All sidewalks, stairways, and parking lots shall be clear of all snow and ice at least one (1) hour prior to the beginning of business hours, and as needed throughout the duration of the storm. The Contractor shall ensure that any pathway is one (1) foot wide or larger is free from any snow and/or ice accumulation.

B.1.1.2 The Contractor shall not dump snow on or near trees, shrubbery, ground cover, or flowerbed areas. The Contractor shall be responsible for clearing of excess sand or other pretreatment material from treated areas. The Contractor shall dispose of such snow and/or ice in accordance with the laws and ordinances of the District of Columbia.

B.1.1.3 The Contractor shall not injure, damage, or destroy government property. The Contractor shall be held responsible for all damage to property, grounds and landscaping caused by equipment or the application of chemicals for ice and snow removal. All chemicals used shall be in accordance with Federal Specifications and local codes. The Contractor shall only use environmentally and pet-friendly ice-melt products (on concrete only) and sand (on asphalt only).

B.1.1.4 At the direction of DGS Contracting Officer's Technical Representative (COTR), the Contractor shall mobilize and take the appropriate action to include the pretreatment of all sidewalks, stairways, and parking lots with the appropriate materials prior to the start of a storm. If all snow and/or ice are not removed from a facility area, Contractor shall be responsible, after a storm, for providing daily maintenance in order to prevent piles or drifts on paved surfaces. Such maintenance shall include the pushing back of snow piles to create additional snow storage with bobcats and/or tractors. Such efforts shall continue until instructed to "Stand Down" by the COTR.

B.1.1.5. The Contractor shall assign a unique number that is prominently displayed on each vehicle used in performance of the contract. The Contractor's company name or logo and telephone number shall also be prominently displayed on the door of each truck to assist with identification of the vehicle during material loading.

B.1.2 Prioritization

B.1.2.1 For those areas identified as "Priority 1" on **Attachment A**, snow and/or ice removal operations should begin when accumulation exceeds ½ inch, or within one (1) hour after the precipitation ceases.

B.1.2.2 For those areas identified as "Priority 2" on **Attachment A**, snow and/or ice removal operations should begin when accumulation exceeds 2 inches, or within two (2) hours after the precipitation ceases.

B.1.3 Mobilization

B.1.3.1 The Department expects that the Contractor shall take a proactive approach to pending inclement weather. Either upon notification by the Contractor to the Department of an impending storm, and the Department's authorization to proceed, or notification from the Department to the Contractor of an impending storm, the Contractor shall have two (2) hours to mobilize manpower, equipment and materials and begin pretreatment services.

B 1.4 Project Management Plan

B.1.4.1 Ten (10) days after award the Contractor shall provide to the COTR a Project Management Plan that outlines the activities, mechanisms, functions, and actions that the Contractor shall employ for communicating with the Department before, during and after a storm, with respect to its pretreatment, snow and/or ice removal operations. The Project Management Plan shall also outline the Contractor's best practices, procedures, timelines, personnel, and fleet and materials inventory. The Project Management Plan should also address how the Contractor will handle:

- Lot Clearing
- Hand Shoveling
- Time Constraints
- Standby Operations
- Accident Prevention
- Management/Supervisory Plan
- Communications Plan
- Ice Control and Removal Method

B.1.4.2 The Contractor shall coordinate its work so as to not interfere with certain District of Columbia Government functions, including but not limited to interference with the Metropolitan Police Department's (MPD) changing of shifts, and work at MPD facilities. Adequate notice shall be provided to government facilities, including MPD facilities, when government vehicles will need to be cleared from parking lots in order for the Contractor to provide pretreatment and snow and/or ice removal services.

B.1.5 Reporting

B.1.5.1 The Contractor shall remain in communication with the Department, pursuant to its Project Management Plan, prior to, at the onset of, during, and after each storm. The Contractor shall be required to complete an Excel Spreadsheet report documenting hourly activities to include (i) properties treated, (ii) date and time of operations; (iii) quantity of snow and/or ice removed; (iv) equipment and materials used; (v) staff utilized; (vi) challenges or problems encountered during the operations; and (vii) time and date stamped photographs of snow removal operations (including before, during, and after photographs).

B.2 Key Personnel

B.2.1 The Offeror's personnel should have the necessary experience and licenses to perform the required work. Key personnel shall include, at a minimum, the following individuals: (i) the account executive for this contract; (ii) the individual who will be responsible for dispatching crews and equipment; and (iii) the key foreman who will oversee and supervise the work in the field. The account executive should be a senior member of the Offeror's management team who

has the authority and responsibility for ensuring that the Contractor's responsibilities are properly discharged. The Contractor will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

B.2.2 The Contractor shall designate two Key Personnel to be available to communicate with the Department by telephone and email twenty-four (24) hours a day, seven (7) days a week over the course of the contract.

B.3 Licensing, Accreditation and Registration

The Contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

B.4 Conformance with Laws

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.5 Service Contract Act

The Service Contract Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. Applicable wage determinations are attached hereto as **Attachment E**.

B.6 Time is of the Essence

Time is of the essence with respect to the contract. The Department shall have priority over any other similar contract held by the Contractor throughout the course of the contract. The services, as required, shall be performed for a base year and four (4) additional option years which shall be exercised at the discretion of DGS. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the required Project services are completed on-time and in a diligent, skilled, and professional manner.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDBE Participation

An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted with a firm certified by Department of Small and Local Business Development as (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) a resident owned business; (v) a longtime business owner; (vi) a local business enterprise with its principal office located in an enterprise zone; (vii) a veteran owned business enterprise; or (viii) local manufacturing business enterprise.

C.2.1.1 Subcontracting Plan

Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Contractor is required to subcontract, but fails to submit a subcontracting plan (Attachment M) with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO.

C.2.1.2 CBE as Prime Contractor

A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of **Section C.2. and C.2.1.1.**

C.3 Residency Hiring Requirements for Contractors and Subcontractors

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia. (**Attachment G**)

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make

best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. Please note that 35% of all apprenticeship hours worked must be performed by District residents. The Contractor shall be liable for any subcontractor non-compliance.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department’s Procurement Regulations.

D.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

D.3 CERTIFIED BUSINESS ENTERPRISES (CBEs)

Any Offeror receiving a contract under this solicitation shall be CBE certified by DSLBD at the time of proposal submission and shall remain CBE certified throughout the term of the contract.

D.4 Oral Presentation

The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department’s Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation

Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.4.1 Length of Oral Presentation

Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 30 minutes.

D.4.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

D.4.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 3 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

D.4.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a Contractor for this Project, including the qualifications of key personnel.

D.5 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112.

D.5.1 Experience & References (30 points)

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on their demonstrated experience with: (i) managing pretreatment and snow and/or ice removal operations for multi-asset property portfolios; (ii) supervising multiple work crews in a time-sensitive environment; (iii) experience with and knowledge of snow removal operations and equipment. This element of the evaluation will be worth up to thirty (30) points.

D.5.2 Key Personnel (10 points)

The Department desires that senior personnel be assigned to this project will have experience in completing similar projects. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. Proposals should identify, at a minimum: (i) the account executive for this contract; (ii) the individual who will be responsible for dispatching crews and equipment; and (iii) the key foreman who will oversee and supervise the work in the field. This element of the evaluation will be worth up to ten (10) points.

D.5.3 Project Management Plan and Deployment Schedule (20 Points)

Offerors are required to submit a Project Management Plan and Deployment Schedule. The Project Management Plan should clearly explain how the Contractor will manage the work required under the contract. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing, equipment, and treatment products will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) provide a description of the equipment and products that is available to the Offeror and a description of where such equipment is stored; (iii) a description of the Offeror's workforce and how its crews will be mobilized (i.e. phone tree, etc.) so as to ensure that sufficient workers will be available; (iv) a description of how and where the equipment and workers will be marshalled in the event of a storm; and (v) a staffing plan which describes how crews will be dispatched. The Department will also consider the experience of the Contractor and its team members have working together on similar projects. This element of the evaluation is worth up to fifteen (20) points.

D.5.4 Cost (40 points)

Offerors will be required to bid firm fixed hourly rates for services and fixed unit rates for products for the base year as well as the four (4) additional option years. This element of the evaluation is worth up to forty (40) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 Submission Identification

Submissions shall be proffered in an original and six (6) copies. The Offeror's Technical and Price Proposal submission shall be placed in separate sealed envelopes conspicuously marked: **"Technical Proposal for Snow and Ice Removal and Pretreatment Services"** and **"Price Proposal for Snow and Ice Removal and Pretreatment Services"**.

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

**Department of General Services
Attn: Kimberly Gray
Frank D. Reeves Center
2000 14th Street, NW
Contracts & Procurement Division, 8th Floor
Washington, DC 20009**

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EST, on October 8, 2015. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

E.4.1 Bid Form

Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.2 Disclosure Form

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

E.4.3 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

E.4.4 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the principal snow removal firm and its subcontractors, if any.

- A. Name(s), address(es), and role(s) of each firm (including all sub-contractors)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) related to snow removal for the next six months. This should include a listing of all contracts/obligations that the Offeror has with respect to snow removal for the 2015/16 winter.
 - vi. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
 - i. Identification of the single point of contact for the Contractor.
 - ii. Resumes for each key participant on the team, including definition of that person's role, relevant experience, and anticipated workload during snow events that occur during the 2015/16 winter.

E.4.5 Experience and References (30 points)

Each Offeror shall submit the information requested in D.5.1 of the RFP.

E.4.6 Key Personnel (10 points)

Each Offeror shall submit the information requested in D.5.2 of the RFP.

E.4.7 Project Management Plan and Deployment Schedule (20 points)

Each Offeror shall submit the information requested in D.5.3 of this RFP.

E.4.8 Cost Information (40 points)

Each Offeror shall submit the information requested in D.5.4 of this RFP.

E.4.9 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Elouise Fripp
DC Department of General Services
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, D.C. 20005
Phone: (202) 727-2733
Facsimile: (202)-671-0647
Email: elouise.fripp@dc.gov

Any written questions or inquiries should be sent to Elouise Fripp at the address above.

F.2 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Questions should be directed to Elouise Fripp at the address listed in Section F.1 no later than 4:00 pm on September 23, 2015. The person making the request shall be responsible for prompt delivery.

F.3 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations; the more stringent provisions shall prevail.

F.4 Contract Award

The Department intends to award one contract for each of the Aggregate Award Groups listed below to the responsive and responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, considered. A single Contractor may not receive an award for more than one group.

Aggregate Award Group 1 – Wards 1 and 2

Aggregate Award Group 2 – Wards 3 and 4

Aggregate Award Group 3 – Wards 5 and 6

Aggregate Award Group 4 – Wards 7 and 8

Aggregate Award Group 5 – FEMS and MPD

F.5 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

F.6 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

F.7 Late Submissions: Modifications

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.7.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

F.8 No Compensation for Preparation of Submissions

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.9 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.

- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.10 Limitation of Authority

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

F.11 Non-Responsive Pricing

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

G.1.1 Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.

G.1.2 Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.

G.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.2 Additional Insureds

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.3 Waiver of Subrogation

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.4 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.